

Labor Agreement

Between

**The State of Missouri
Office of Administration**

**The Department of Corrections
Division of Adult Institutions**

AND

**Missouri Corrections Officers
Association (MOCOA)**

**Corrections Officers I and II
Bargaining Unit**

10/1/2014 to 9/30/2018

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PREAMBLE

This Labor Agreement entered into by the Department of Corrections, Division of Adult Institutions, hereinafter known as "The Employer", the Office of Administration, (Employer and Office of Administration are hereinafter referred collectively as the "State") and the Missouri Corrections Officers Association, hereinafter known as the "Association", on behalf of the eligible Bargaining Unit Employees, as described in Article 1 (Recognition). It is the purpose of this Labor Agreement and the intent of the parties to maintain, improve and promote harmonious understandings and relationships between Employer and Association. In this spirit, the State and the Association agree to implement and exercise all the provisions of this Labor Agreement in a fair and responsible manner. Therefore, the parties agree by their duly authorized agents to comply with the terms set forth in the following pages for the specified term of this Labor Agreement.

ARTICLE 1 RECOGNITION

Section 1.1

The Employer recognizes the Missouri Corrections Officers Association (MOCOA) as the exclusive bargaining representative for all eligible employees described below for the purpose of meeting and conferring pursuant to the statutory provisions of Sections 105.500 - 105.530 RSMo.

Section 1.2

The scope of this Unit is described to include all eligible employees of the Employer who are employed only in the classifications of Corrections Officer I and Corrections Officer II but excluding those who are managerial, confidential, part-time, temporary, emergency and provisional or who are otherwise excluded by law, or who occupy classifications not listed in this Article. The inclusion of original probationary employees in this Unit is not intended to accord such employees with the same status or rights as those of regular full time employees.

Section 1.3

In the future should new classifications be established by the Personnel Advisory Board and utilized by the Department, upon request from the Association, the parties hereto shall meet, confer and discuss to determine whether such positions are to be included in this Bargaining Unit. If a decision cannot be reached the issue shall be resolved by the Department of Labor and Industrial Relations pursuant to its rules.

Section 1.4

The Employer will not meet or confer with any other union or employee association with reference to changes or improvements in terms and conditions of employment of employees.

Section 1.5

When new or revised policies and procedures are issued, employees will receive electronic notification 30 days prior to the effective date.

Section 1.6

For the purposes of this Labor Agreement, a Representative is a person authorized by an employee or a group of employees to provide advice and assistance to the Employee or group of employees as determined by department policy or this Labor Agreement. The Representative is a department employee who has been designated by the Association and the Association membership.

ARTICLE 2 MANAGEMENT RIGHTS

Section 2.1

It is understood and agreed that the Employer possesses the sole right and authority to operate and direct its employees and its various divisions, agencies, and operations in all aspects including, but not necessarily limited to, all rights and authority exercised by the Employer prior to the execution of this Agreement, except as modified by the terms of this Agreement.

Section 2.2

These rights include, but are not limited to:

- The right to determine its mission, policies, and to set forth standards and levels of service offered to the populations served;
- The right to plan, direct, control, and determine the operation, or services to be carried out by its employees;
- The right to determine the methods, means, and number of staff needed to carry out its mission;
- The right to direct the workforce;
- The right to hire, assign, reassign, transfer, promote and to determine hours of work and shifts and assign overtime;
- The right to suspend, demote and dismiss in accordance with applicable statutes;
- The right to furlough and lay off employees;
- The right to make, publish, and enforce rules of personal conduct, procedures, policies, and regulations;
- The right to introduce new methods of operation, equipment, or facilities;
- The right to contract for goods and services;
- And the right to exercise all powers and duties granted by law.

The Governor and the Legislature have the sole authority to determine the budget for the Employer. Further, if at the sole discretion of the Governor, civil emergency conditions are determined to exist, including but not limited to riots, civil disorders, floods, tornadoes, or similar catastrophes, the provisions of this Agreement may be suspended by the Governor during a designated period of time. Should such a civil

emergency occur and suspension of this Agreement become necessary, the Governor or his designee shall advise the Association of the nature of the emergency.

Rights listed in this Article shall be exercised in a manner consistent with specific terms of this Labor Agreement.

ARTICLE 3 NO STRIKE OR WORK INTERRUPTIONS

The Employer and the Union recognize that strikes, work interruptions or any type of work curtailments or slowdowns are prohibited in accordance with Section 105.530, RSMo.

ARTICLE 4 NON-DISCRIMINATION

Section 4.1

The State and the Association agree that the provisions of this Labor Agreement shall be applied to all eligible employees according to federal laws, state laws, , and department policy. The parties agree that there shall not be any unlawful discrimination in terms and conditions of employment or enforcement of this Labor Agreement as to race, age, sex, genetic information, sexual orientation, religion, color, national origin, political affiliation, disability or Association membership status or lack thereof.

Section 4.2

All references in this Agreement to Employees of the male gender are used for convenience only and shall be construed to include both female and male employees.

ARTICLE 5 ASSOCIATION BUSINESS

Section 5.1

- a) The Association shall be permitted use of adequate and accessible space on the Employer's bulletin boards, in accordance with the Department's policy D2-11.6 and this Labor Agreement for communications with bargaining unit members in the staff assembly area, staff dining area and one more area agreed upon by the facility head and the Association. The Employer will permit, at each facility, the installation of up to two (2) bulletin boards purchased by the Association. If this occurs, the bulletin boards will be reserved exclusively for Association material provided the material is compliant with the policies and mission of the Department and this Labor Agreement.
- b) The Employer shall be responsible for the installation of the bulletin boards. The information to be posted shall not be obscene, inflammatory, derogatory, or political except that election material listing who is running for the facility Representative position may be posted on such bulletin boards.

- c) The Employer agrees to provide additional space for the purpose of distributing Association information. When possible this location will be at the facilities main bulletin board area. Distribution of materials will occur during non-work time in non-work areas.
- d) Any material the Employer alleges to be in violation of this agreement shall promptly be removed by the Association or the Employer. If any material is removed by the Employer, the Employer agrees to immediately notify the Association of such actions and the reasons for removal as soon as reasonably possible. This matter, if disagreement exists, may be grieved.

Section 5.2

- a) The Association Representative shall be allowed contact with employees during their work time on Employer's premises when preparing grievances under this Agreement provided such contact does not interfere with operations, as reasonably determined by Employer. Before engaging in any activity or leaving the duty station, the Representative shall obtain the permission of his immediate supervisor who is not a member of the bargaining unit. The Representative shall state the nature of the business, locations and employees to be visited. Permission shall not be unreasonably denied. This should not interfere with the work of the State.
- b) The Association agrees to provide the Employer with the names of its Representatives and alternates and their respective jurisdiction. Employer shall recognize no more than one (1) Representative for each eighty (80) employees per facility plus appropriate alternates. No more than three (3) alternate Representatives shall be designated per institution. Arrangements for representation or assistance will not delay the proceedings.
- c) Employer shall recognize Representatives at any new facility in the same manner.

Section 5.3

- a) Because of the secure environment of the Department's facilities, recognized Representatives of the Missouri Corrections Officers Association will be permitted reasonable access to employees immediately before or after shift changes to address work problems and grievances. Access will also be granted for meetings with management at mutually agreeable times and to post information on bulletin boards. Prior to admission to the facility the Association Representative shall state to the institution head or designee the need to conduct Association business and the persons to be contacted. Such access shall not be unreasonably denied.
- b) An area designated by the Employer shall be used by the Association Representative to meet with employees, pursuant to this section.
- c) Employees when conferring with Association about work related problems shall have the right to privacy.

Section 5.4

- a) Consistent with the staffing needs of the Employer, the leave approval provisions of this Agreement, the policies of the Department and the Rules of the Personnel Advisory Board, the Employer agrees to allow Representatives the use of annual or compensatory time and / or leave without pay for Association training / meetings. This time shall not exceed fifteen (15) days per year per Representative.
- b) Consistent with staffing needs the Employer may grant leaves of absence without pay for Representatives for the purpose of engaging in Association activities under the leave of absence rules of the Personnel Advisory Board (1 CSR 20-5.020(7)). The leave may be for a period of up to twelve (12) months, which may be extended.
- c) Prior to entering into meet and confer for the purpose of negotiating successor Labor Agreement, the parties will meet to develop and agree to ground rules. The Employer agrees to grant administrative leave with pay for a maximum of three (3) Bargaining Unit employees to attend negotiation sessions. During the meet and confer process the Association and the Employer agree that this leave shall be for the sole period of time that negotiations and caucuses take place, to include time spent traveling to and from their official domicile to the negotiation session location, as well as time spent during negotiation and any caucus session on the date of a bargaining session. The parties agree that there will be no overtime accumulated. Any hours in excess of eight (8) hours per day will be at the Association or employees expense.

Section 5.5

The Employer agrees to provide new employees written notice provided by the Association and approved by the Employer stating that the Association is recognized as the exclusive bargaining representative of eligible employees of the Employer and that there is currently an Agreement in effect between the Employer and Association concerning the terms, conditions and privileges of employment.

The Association shall be able to have an Association business Representative speak to new employees in the Bargaining Unit during the basic training class for approximately thirty (30) minutes. The Employer shall provide the Association with a copy of the quarterly training schedule showing the dates and locations of each basic training class at least seven (7) days in advance. The Association shall give the Department Chief of Training at least three (3) days notice that it wishes to have a Representative deliver a presentation.

Section 5.6

Employees and the Association shall be permitted to distribute Association literature pursuant to this Labor Agreement and Department of Corrections policy. Such distribution will occur during non-work time in non-work areas.

ARTICLE 6

PAYROLL DEDUCTION OF ASSOCIATION DUES

Section 6.1

If authorized by an employee on the designated form, the Employer agrees to deduct Association dues, in the amount designated by the Association from the wages and salaries of the Employee. The Office of Administration shall remit deductions semi-monthly to the Association to the address provided by the Association. No deductions shall be made for initiation fees, fines, or assessments.

Section 6.2

Before there are any payroll deductions for an employee, the earnings must be regularly sufficient after other legal and required deductions to cover the amount of prorated semi-monthly Association dues. When an employee is in non-pay status for an entire pay period, no deduction shall be made from future earnings to cover that pay period. If an employee is in a non-pay status during only part of a pay period, and if the wages and salaries are not sufficient to cover the entire dues deduction, no deduction shall be made. Both parties recognize deductions such as social security and federal and state income tax shall have priority over Association dues.

Section 6.3

The Employer shall deduct Association dues on the next available payroll period following the receipt of the written authorization by the appropriate and designated Department of Corrections Personnel employee.

Section 6.4

If the Employer over withholds an amount from an employee's wages and salaries and remits the same to the Association, the Association agrees to immediately refund overpayment to the Employee upon notification by the Employer.

Section 6.5

Neither party shall intimidate, coerce, harass, or compel any employee to agree or disagree to a payroll deduction, nor shall either party intimidate, threaten, coerce or compel an employee to stop deductions from their wages.

Section 6.6

The Association agrees to and shall indemnify and hold harmless the State of Missouri, or any of its officers or agents, from any and all claims, demands, suits, or any other actions arising as a result of this article or from complying with any requests for termination under this Article.

Section 6.7

Any employee who has previously submitted a written authorization for voluntary deduction of membership dues to the Association may revoke the authorization by submitting a written statement of their wish to stop dues deductions to the personnel manager at the facility in which they are employed.

The personnel manager will then submit the written request to the Association via mail or fax. The personnel or payroll office will keep a copy of this request for their records. The deduction will be stopped on the next available payroll period following the receipt of the written revocation statement by the appropriate and designated Department of Corrections Personnel employee.

Section 6.8

Each month, the Office of Administration shall provide the Association, by electronic means, a list of employees who have Association dues deducted.

Section 6.9

The Office of Administration agrees to provide electronically to the Association on a quarterly basis, a complete up-to-date listing of all employees covered by this Labor Agreement with information as defined in Appendix A of this Labor Agreement.

ARTICLE 7 EMPLOYEE RIGHTS

Section 7.1 Employee Files

Employees shall have reasonable access to their official personnel file, working personnel file, performance appraisal file, training records, and health file. These files are to remain confidential, but will be available for review by the employee in accordance with D2-5.1 Maintenance of Employee Records. One copy shall be made available upon an employee's request and the employee will be responsible for making their own additional copies outside of their facility.

Section 7.2

The Employer and Employees agree that offenders, as well as unauthorized staff, shall not have access to personnel information about Employees.

Section 7.3

a) The Employer shall maintain an Employee Information Center in each facility. This information center shall be available to employees on each shift. A copy of the Procedure Manual, the Institutional Service Manual, Facility Standard Operating Procedure Manual, Post Orders, and a copy of this Labor Agreement shall be available at the Employee Information Center. Employees shall report any missing items to the facility Personnel Office so the items can be replaced. The Employer shall submit this information to the Association in electronic format.

b) The Employer agrees to post legally required information regarding ADA, FLSA, and FMLA.

c) Association shall be provided by the Employer with a copy and updates of the Department Procedure Manual and the Institutional Services Manual. The Employer shall submit this information to the Association in electronic format.

Section 7.4

a) Employees have a right to suggest changes in facility practices and policies or Department practices or operating regulations.

b) Employees have the right to participate in the management of the Association and to act for the Association in the capacity of representatives including but not limited to, presentation of its views to elected official, the general public, or other appropriate authority.

ARTICLE 8 BIDDING

Section 8.1

The Employer and the Association agree that in order for the Department of Corrections to operate as efficiently and effectively as possible while maintaining an appropriate level of objectivity in the assignment of custody staff positions, such assignments shall be made in accordance with the Department's policy, D2-2.22, Job Assignment Bids.

Section 8.2

Seniority for job bid purposes shall be defined as total time in the classification from the most recent hire date. For bidding purposes, if it becomes necessary to break a tie of two or more employees' seniority, the tiebreaker shall be determined by the lowest of the last four digits of the Social Security Numbers of the affected employees. The employee with the lower number shall be considered most senior in such cases.

Section 8.3

Department Policy D2-2.22 provides, among other things, that eligible candidates will be evaluated based on:

- a) Seniority within the classification; and
- b) The ability to perform the duties of the posted position

If an employee who is not awarded a bid for an assignment believes that the decision was based on factors other than those listed above, he may file a grievance. In this circumstance, if the bid was not awarded in accordance with these criteria, the Employee who was awarded the bid will be returned to his previous assignment and the Employee who best meets the bidding criteria will be awarded the bid.

If the previous position of the Employee who was originally awarded the bid is not available either, because it has been eliminated or another employee has bid into this position, then the Employees affected shall be reverted back to their original positions and eligible to rebid. If a position has been eliminated then the displaced Employee will be assigned to an available position in accordance with Section 13.3 of this Labor Agreement.

Section 8.4

An employee may be excluded from consideration for any of the following reasons:

- a) employee is subject to pending or current disciplinary action;
- b) employee is the subject of a pending administrative inquiry/investigation; or
- c) employee is currently on an employee performance improvement plan due to less than successful performance.

Section 8.5

Departmental policy will be consistent with this Labor agreement.

Section 8.6

An employee who has been forced from his job bid position and bids another position, due to displacement, shall not be locked into that position for the current 6 months and is eligible to rebid.

Section 8.7

- a) If an employee is removed from their bid position for cause, such employee shall be notified in writing, within three (3) working days, by the Chief Administrative Officer, or designee, the reason(s) the Employee is being removed from their assigned post. This notification shall include as much information as possible to the Employee.
- b) The Employee will continue to work the same hours and with the same regular days off as their bid position for the duration, until a final action is determined.

ARTICLE 9 PERFORMANCE EVALUATION AND LOG NOTES

Section 9.1 Performance Appraisals

All Bargaining Unit employees shall receive a timely performance evaluation from his immediate supervisor in accordance with D2-4.1 Employee Performance Planning and Appraisal System.

Section 9.2 Other Performance Documentation

- a) The Employer agrees that counseling is an effort on the part of a supervisor to provide an employee positive or negative feedback regarding on the job performance. It is meant to be a tool, clarifying what has occurred and what is expected. Counseling shall not be disciplinary in nature and should have constructive goals, such as assisting in employee development, or teaching or modifying behavior.
- b) The parties agree that corrective action is neither punitive nor disciplinary in nature. Corrective action may include, but is not limited to verbal and written counseling and log entries. The Employee is not entitled to representation in these cases.
- c) The parties agree that when an employee is relieved from their duty post or summoned to report to a supervisor's location for constructive counseling, whether

written counseling or log entry, the employee is entitled to and may request a coworker witness.

- d) The parties agree that constructive written counseling and log entries should occur in a private setting. The parties further agree that if more than one supervisor is or becomes engaged in the counseling the employee is entitled to and may request a coworker witness.
- e) While performance plans, special performance evaluations and letters of caution are not disciplinary actions, the Employee may request a coworker witness to observe these meetings. Arrangements for obtaining a coworker witness will not delay the proceedings.
- f) The Employer agrees that all performance related entries concerning counseling shall be initialed by both the supervisor and the Employee. Entries not initialed by the Employee should be noted as such and may contain a written statement from the employee concerning the entry and explaining the reason(s) the Employee declined to initial the entry. Initialing the performance documentation indicates that the Employee has received and reviewed the documentation and does not mean that the Employee agrees with the documentation.
- g) All negative entries placed in these files shall be signed and dated by the individual making the entry and shall be presented to the Employee for counter-signature no more than five (5) working days after the entry. If the Employee chooses not to countersign such fact shall be noted on the document, and the individual making the entry shall explain to the Employee that in accordance with this Agreement the Employee may present written documentation why they are in disagreement with the entry made. If the Employee feels this might lead to disciplinary action, the Employee shall at his request be entitled to advice or assistance by a co-worker of their choice, who may be a local Association Representative.
- h) Complimentary entries shall also be placed in the Employee's performance files. The Employee will be provided copies of all entries, documentation or other additions to his file at the time such changes or additions are made.

ARTICLE 10 EMPLOYEE DISCIPLINE

Section 10.1

Disciplinary action is defined as a letter of reprimand, suspension, involuntary demotion, or dismissal. Disciplinary action may be imposed upon an employee for cause. The Employer shall make its decision regarding discipline as soon as possible after consideration of all facts involved in the matter. The Employer reserves the right to any level of discipline that is for the good of the service.

Section 10.2

- a) If an employee is questioned about a matter that he reasonably believes may result in disciplinary action as defined above, the Employee shall at his request be entitled to advice or assistance by a co-worker of their choice, who may be a local Association Representative. Arrangements for obtaining coworker advice or assistance will not delay the proceedings.
- b) Before referring a matter to the Division Director which may result in the imposition of discipline, the Chief Administrative Officer or designee shall schedule a meeting with the Employee. The Employee shall have the right to assistance and representation from a co-worker of his choice. The Employee shall be informed in writing of his rights to representation before the meeting begins. The Employee will be given at least three (3) days notice in advance of the meeting to gather information and prepare for the meeting. Arrangements for obtaining coworker advice or assistance will not delay the proceedings. The purpose of the meeting is to inform the Employee what the allegations against him are and to allow the Employee an opportunity to respond. Failure of the Employee to attend will not prevent the Chief Executive or designee from referring the matter to the Division Director.
- c) The Employer shall attempt to hold these meetings during the normal work time of the Employee. If this cannot be done the meetings should be before the Employee's shift or immediately following his shift and shall be considered work time. The Employee will at no time withhold information pertaining to the issue at hand that could affect the operations of the State. Both parties agree all information exchanged shall be exchanged in accordance with applicable statutes, regulations and/or policies.
- d) During an investigation of an Employee, the Employee will be notified by the Chief Administrative Officer, or their designee, of the progress of the investigation at least monthly.

Section 10.3

If an employee is suspended for more than five working days, demoted for cause, or dismissed, such employee shall have the right to appeal to the Administrative Hearing Commission.

Section 10.4

An employee, who is required to take any form of truth verification test (e.g. Polygraph, CVSA, etc.), shall have the right to representation during all steps of the test and or questioning. The Representative may advise and assist the Employee. However, during the test the Representative will remain quiet and observe only. The test results shall not be the sole basis for disciplinary action against the Employee.

Section 10.5

- a) Employees under investigation should be informed of the outcome once the investigation is entirely complete.

- b) If an investigation results in disciplinary action that is appealable to the Administrative Hearing Commission, the Employee being disciplined will upon the Employee/ Association's written request and at the expense of the Employee/Association, be provided with a copy of any existing audio recording of their investigation interview. Such recording will be limited to only the interview(s) of the Employee being disciplined and will contain only the information directly related to the discipline. The recording will be provided to the employee within three (3) days of their request.
- c) When the investigator and the individual being interviewed have a mutual agreement that the recording should be interrupted, paused, or stopped, the recording will be suspended until such time as both parties mutually agree that the recording should again proceed. Prior to the suspension of the recording, the investigator will state that the recording device is being stopped and the time the recording is being stopped. The individual being interviewed will acknowledge their agreement or disagreement with the suspension of the recording. These statements shall be captured on the recording media. If the individual being interviewed does not agree to the suspension of the recording, the recording device will continue to record. If the interview is suspended and later resumed, the investigator shall make a recorded statement of the date and time the recording device was reactivated and the interview resumed.
- d) In the event that the appointing authority determines that the information on the tape may pose a threat to the safety or security of the Department's operations, the provisions of this section may be waived and the tape will be withheld.

Section 10.6

In the event of an investigation or discipline by the appointing authority, the Employee may request advice and assistance from an approved Bargaining Unit Representative from the Missouri Corrections Officers Association office.

Section 10.7

- a) Employees shall have the right to prepare a defense for disciplinary actions, after receiving notice of the pre-disciplinary meeting, Employees may gather information from other employees at that time that might assist them in their defense, as long as they do not disrupt the operations of the institution.
- b) At no time during this process shall an employee harass, coerce or threaten another employee to provide information or be involved in this process.
- c) Employees shall have the right to advice or assistance by a co-worker of their choice, who may be a local Association Representative, and to have them present during a pre-disciplinary meeting. Arrangements for obtaining co-worker advice or assistance will not unnecessarily delay the proceedings.

ARTICLE 11 ATTENDANCE & LEAVE

Section 11.1 General Provisions

All leave will be governed by the provisions of 1 CSR 20-5 of the rules of the Personnel Advisory Board and the Office of Administration, Division of Personnel. All forms of paid leave may be used in ¼ hour increments.

Section 11.2 Holidays

The Employer shall grant holidays as provided for in 1 CSR 20-5.010 (2)(A) of the rules of the Personnel Advisory Board and the Division of Personnel. Additional holidays may be granted by the Governor or the President of the United States. Nothing in this Labor Agreement shall be construed to establish any right to a paid holiday.

The Employer shall grant paid holidays as provided for in the rules of the Personnel Advisory Board and Division of Personnel and in accordance with State laws.

Section 11.3 Holiday during Vacation

When a holiday fall on an employee's regularly scheduled workday during the Employee's vacation period, the Employee will not be charged annual leave for the holiday.

Section 11.4 Payment upon Separation

Upon separation due to resignation, layoff or dismissal, the Employee shall be paid for all compensatory, holiday, and annual leave time accrued but not used, up to the maximum allowable, upon his exit from employment. In the event of the death of an employee all accrued compensatory and annual leave time, up to the maximum allowable, shall be paid to the Employee's account on record or the Employee's estate.

Section 11.5 Attendance in Court

Any employee shall be granted Administrative leave with pay when he is summoned and performs jury duty as prescribed by applicable law. The Employee shall notify management immediately of his requirement for this leave, and subsequently furnish evidence that he performed the duty for which the leave was requested. Employees will return to work when not actually serving as a juror. In no case will this leave be granted or credited for more than time spent during such duty, or the Employee's regularly scheduled work hours, whichever is less. If an employee reports to work prior to jury duty or after, travel time to jury duty and returning to work will be considered administrative leave.

When an employee, while performing the duties of his position, is summoned to appear as a witness in court or before a judge, any legislative committee or any officer, board or body authorized to conduct any hearing or inquiry, such time will be considered time worked.

Employees who appear as witnesses in official capacity may not retain any witness fees and shall surrender any such payment to the Employer.

Employees attending court as a plaintiff or defendant, on non-work related matters, in a case not arising out of employment, shall use annual or earned compensatory time with sufficient notice to the Employer. In the event the Employee does not have annual leave or compensatory time, the Employer may grant leave of absence without pay. This is in compliance with 1 CSR 20-5.020 (8)(A)(1). Such requests will not be arbitrarily denied.

Section 11.6 Promotional Examinations and Interviews

Employees shall be granted administrative leave, on days other than the Employee's regular days off, to participate in promotional examinations and interviews for positions in the Department of Corrections with sufficient prior notice to their supervisor. Approval will be by the facility head at the work location where the Employee is assigned, following a determination that adequate staff is maintained at the work site. Appropriate travel time, occurring during normal work hours, will be considered in the granting of administrative leave. This shall not serve to extend the workday or cause overtime to be earned.

Section 11.7 Sick Leave

- a) Sick Leave for employees of this Bargaining Unit will be handled in accordance with the terms of this Labor Agreement, the provisions of 1 CSR 20-5.020 (2) and Department of Corrections policies and procedures.
- b) Sick leave may be used when an employee is incapacitated for the performance of assigned duties by sickness or injury, or by pregnancy, child birth and recovery from them or periods of time required for medical, surgical, dental or optical examination or treatment, or where the Employee has been exposed to contagious disease and the Employee's presence on the job might jeopardize the safety of other staff or offenders. Sick leave may also be used for loss of time due the illness of the Employee's spouse, children, other relatives or members of the Employee's household, which requires the Employee's personal care and attention.

The final decision concerning the granting of leave under this section shall rest with the appointing authority and shall be based upon the degree to which the Employee is responsible for providing personal care and attention.

- c) When medical verification of illness is required, it shall be the Employee's sole responsibility to provide the Employer with this verification. It is the responsibility of the Employer to file and maintain the statements.
- d) If all accumulated sick leave has been exhausted and the Employee is still unable to return to work the Employee may, with a doctors certification of illness utilize compensatory or annual leave in lieu of sick leave as defined in D2-8.3.

- e) According to current Department policy (D2-8.3-III.D.2.c), if misuse or abuse of sick leave is suspected the Employee may be required in writing to produce a medical statement for any future use of sick leave. This directive will include a brief explanation of why the documentation is being requested. A copy of this directive will be included in the Employees working performance file.

Section 11.8 Seniority Based Vacations

- a) Employer agrees that each employee may be granted up to two weeks of guaranteed vacation each year. The leave utilized shall be annual leave as available but may be augmented with compensatory time. The leave need not be already accrued at the time of vacation application. This leave shall be applied for in January each year. This leave shall be granted on a seniority basis only, and guaranteed vacations shall be posted no later than February fifteen (15) of the same year. Approved Seniority based leave will only be cancelled in cases of emergency. For this purpose seniority is defined as the Employee's total tenure in the Department from the most recent hire date.
- b) If at the time of the scheduled vacation the employee does not have sufficient annual or compensatory time accrued for the vacation period only the amount of time available may be taken. Other leave typically would not be approved and the employee would be expected to work as scheduled.

Section 11.9 Annual and Compensatory Leave

- a) Applications for annual or compensatory leave for that calendar year may be submitted at any time during the calendar year, beginning January 1st of that year. In this circumstance, leave must be earned before it can be requested.
- b) A reasonable effort shall be made to grant annual or compensatory leave when requested, but granting leave is subject to approval of the shift supervisor based on the needs of the department.
- c) Employer agrees to maintain a pending file for future leave applications each month of the year and to file and to consider leave applications by the order in which they received them.
- d) The employer agrees to accept and file no more than three leave applications from an employee at any point in time.
- e) Such requests will be responded to as early as is practical but no later than fourteen (14) days prior to the beginning of the leave requested either approved or denied.
- f) If an employee requests leave fewer than fourteen (14) days prior to the requested leave date, the supervisor will approve or deny the leave as soon as practicable.

Section 11.10 Mandatory Comp Reduction

The Employer will provide fourteen (14) days prior notice before scheduling mandatory compensatory time reduction.

ARTICLE 12 OVERTIME

Section 12.1

When overtime is deemed necessary by the Employer it will be assigned on a voluntary basis when possible. In the event there are not enough volunteers, mandatory overtime assignments shall be distributed equitably among all employees of the bargaining unit. A mandatory overtime list for each shift, which will initially be based on inverse seniority, will be established and maintained for the purpose of equitable distribution of mandatory overtime. Seniority for the purpose of this Article is defined as total time in the classification from the most recent hire date.

Once an employee has physically worked two (2) or more hours of mandatory or voluntary overtime, his name shall be moved to the bottom of the list. When mandatory overtime is necessary it will be assigned beginning with the first employee at the top of the list. In this circumstance, staff will be given as much notice as possible that they are required to work overtime.

Section 12.2

The Employer will comply with the Fair Labor Standard Act (FLSA), RSMo 105.935 and 1 CSR 20-5 regarding the accrual and payment of overtime.

ARTICLE 13 GRIEVANCE

Section 13.1 Purpose

The purpose of this article is to provide a satisfactory avenue to resolve grievances that arise in the work place between Employees and the Employer. The Employer and the Association recognize the importance of a timely resolution in these matters. This shall consist of grievances being filed in a timely manner by the Employees and a timely response from the Employer. If the Employer fails to issue a response in the time frame agreed upon the Employee shall have the right to move the grievance to the next step. The grievance will not revert back to the previous step unless agreed upon by both parties.

Nothing in this Article is intended to prohibit the Association from raising issues pertaining to conditions of employment of the Employees in the Bargaining Unit throughout the life of this Labor Agreement. Such issues should generally be raised first at the institutional level with the Warden. If the issue cannot be resolved, the Association should contact the Zone Director

Section 13.2 Procedure

All grievances shall be handled in accordance with the Department's policy, D2-10.1. Beginning with the Informal Resolution, a grievant may have a representative of the Association present for advice and assistance in meetings regarding grievances pertaining to issues covered by this Labor Agreement. The grievance steps and timeframes as they apply to the Employees of this Bargaining Unit are listed below:

The parties agree that it is in the best interest of both parties to resolve grievances informally when possible. The informal resolution process must occur prior to filing a grievance but is not considered part of the formal grievance process. In order for the informal resolution process to be conducted effectively, only those parties necessary to reach an informal resolution should participate in this process. Employees will be permitted to have a co-worker serve as a witness in informal resolution meetings.

Step 1

The grievant shall present the grievance in writing to his section head within thirty (30) calendar days of the act or omission giving rise to the grievance, or within thirty (30) calendar days of when the Employee, through due diligence, should have reasonably been aware of the act or omission, or ten (10) working days from receiving their informal resolution response. The section head may elect to meet with the Employee and his representative and shall render a decision in writing within fifteen (15) working days of the receipt of the grievance.

Step 2

In the event the grievance has not been satisfactorily resolved at step one an appeal may be taken by the Employee in writing to the Chief Administrative Officer within ten (10) working days from receipt of the step one decision on the proper forms for such action.

If no agreement is reached, the Chief Administrative Officer shall schedule a meeting within ten (10) working days of receipt of the grievance. The Chief Administrative Officer will provide a response to the grievant within ten (10) working days of the meeting.

Step 3

In the event a grievance is not resolved at step two the Employee may at that time within ten (10) working days of the receipt of the step 2 decision file the grievance at the step three level to the appropriate Division Director. The Division Director or designee may elect to hold a meeting to discover additional information. Within fifteen (15) working days of receipt of the complaint, the Division Director shall issue a written decision to the grievant.

Step 4

In the event the grievance is not resolved at step 3 and the Employee wishes to continue, he may within ten (10) working days of the receipt of the step 3 decision, complete step 4 of the grievance to the Department Director. The Department Director or designee shall respond to the Employee within 45 calendar days.

13.3 Time Limits

- a) Grievances may be withdrawn at any step of the Grievance procedure. Grievances not appealed within the designated time frame will be treated as withdrawn grievances.
- b) The time limit at any step or for any hearing may be extended by mutual agreement of the parties involved at that particular step.
- c) If the Employer does not answer a grievance or appeal within the specified limits, the Association may elect to consider the grievance/appeal denied and proceed to the next step in the grievance procedure.

ARTICLE 14 SCHEDULES AND ASSIGNMENTS

Section 14.1 Scheduling Practices

Work schedules will be established by the Employer in compliance with this Labor Agreement and to meet work site needs. The Employer agrees not to change an employee's permanent schedule, except in the case of emergency or unusual circumstances, without first notifying the Employees seven (7) days in advance of the changes, unless the Employer and the Employee mutually agree to make the change sooner. Nothing in this Article may be used to circumvent the bidding procedure.

Section 14.2

- a) Rest Periods: Rest periods will be mutually determined by the Employer and the Employees, and in accordance with current departmental policy D2-8.11. If a mutual determination for the rest period cannot be reached, the Employer will have the final determination in scheduling rest periods according to operational requirements.
- b) Meal Periods: Whenever possible, work schedules shall allow for a meal break as close to mid shift as possible. If shift hours and meal times where meals are provided at the work site do not coincide, meal breaks may be altered to fit the needs of the facility. Meal breaks will not be considered rest periods, and will be in accordance with current departmental policy D2-8.11.

Section 14.3 Changes in Work Schedule

- a) Changes in duties or work assignment that do not require a change in shift or days off may be made as needed. If such reassignments are made on a temporary basis, the length of the temporary assignment will not exceed ninety (90) days unless approved by the Chief Administrative Officer.
- b) When changes to an employee's shift or days off occur due to a reassignment other than those that occur as a result of the elimination of the Employee's assignment, the Employee will be given as much notice as possible and practical under the circumstances to make the necessary arrangements for the adjustment. Notice of such changes will be at least ten (10) working days unless otherwise mutually

agreed upon between the Employee and his supervisor. In this circumstance the Employee will not be able to use seniority to displace another employee from his assignment.

- c) When changes to an employee's shift or days off occur as the result of his position being eliminated the Employee will be given as much notice as possible and practical under the circumstances to make the necessary arrangements for the adjustment. Notice of such changes will be at least ten (10) working days unless otherwise mutually agreed upon between the Employee and his supervisor. If after due diligence, the Employee is unable to make the necessary arrangement prior to beginning the new schedule, the Employer will grant an additional ten (10) days, unless to do so would unduly disrupt operations. In this circumstance the Employee will not be able to use seniority to displace another employee from their assignment.
- d) Notwithstanding the above provisions, the Employer may temporarily assign employees to a different work assignment on a daily basis. This provision will not be used on a consecutive basis for the purpose of circumventing the above procedures. If an employee feels this is being abused he shall have the right to grieve.

Section 14.4 Reinstated Positions

In the event of a position being eliminated and then reinstated within 120 days, the Employee who last held the position by bid shall have the opportunity to reclaim the job assignment. If that employee elects not to accept the position, then it shall be placed as an open bid using the guidelines established by Departmental policy and this Labor Agreement.

ARTICLE 15 COMPENSATION

The Employer and the Association recognize that the Missouri Corrections Officers Association will have the opportunity to annually appear before the Personnel Advisory Board to present testimony in support of salary increases, step increases, and re-positioning proposals for employees covered under this agreement. Whenever the Personnel Advisory Board makes such recommendations to the Governor and the Governor subsequently recommends to the legislature, the Employer will support the Governor's budget recommendations.

ARTICLE 16 INSTITUTIONAL CLOSINGS/LAYOFFS

Section 16.1

Employees who are transferred or laid off due to Institutional closings shall have the first opportunity to fill positions should the facility in which the Employee was transferred or laid off re-open. Seniority shall not be a factor other than bidding positions at the facility that is re-opening.

Section 16.2

Employees who are transferred due to an Institutional closing shall retain the same Regular Days Off and the same hours of work for a period of ninety (90) days.

Section 16.3

Reinstatements from layoff in these circumstances will be governed by the rules of the Personnel Advisory Board (1 CSR20-3).

Section 16.4

This Article shall be retroactive to the closing of the Central Missouri Correctional Center (CMCC).

ARTICLE 17 INSTITUTIONAL REALIGNMENTS

Section 17.1

The Employer and the Association understand that during the normal course of operations it may become necessary to realign job assignments at any given institution. Should this occur, and the process is expected to affect 15% of the positions in the Bargaining Unit classification at the worksite of an institution's established bid positions, the Employer and the Association agree to discuss guidelines and procedures to be followed during the re-bidding and realignment process. This discussion shall occur no later than seven (7) calendar days prior to the effective date of the realignment so as to allow ample opportunity for the Association's input prior to any such changes becoming effective. For purposes of this Article, realignment is defined as circumstances that require the creation, elimination or modification of existing custody posts which are filled subject to the bid process.

ARTICLE 18 SAVINGS CLAUSE

The Parties recognize that the purpose of this Labor Agreement cannot supersede law. Nothing in this Labor Agreement is intended to amend, repeal, or conflict with state or federal laws, or regulations. All terms of this Labor Agreement shall be interpreted consistent with state and federal laws and regulations. If any portion of this Labor Agreement is rendered invalid, unenforceable, or unlawful by a decision of a court or other authority of competent jurisdiction or otherwise determined to be contrary to state or federal law or regulation, such portions shall not invalidate the remaining portions, and the remaining portions shall remain in effect during the term of this Labor Agreement.

Where implementation of any provision in this Agreement requires additional expenditure authority or the authority to reallocate funds, the provision will take effect only upon appropriation or authorization to reallocate funds.

Upon request of either party, the State and the Association agree to meet regarding provisions invalidated or modified by change in state or federal law or regulation and shall seek to develop a mutually satisfactory modification to replace the invalidated or modified provision.

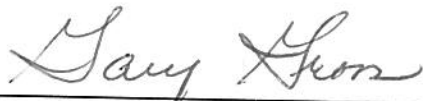
ARTICLE 19 TERM OF AGREEMENT

This Labor Agreement shall become effective 10/1/2014 and shall remain in full force and effect for a term of four years through and including 9/30/2018, upon ratification and signatures of the parties. This Labor Agreement may be extended in increments of up to one year upon written mutual consent of the parties. These extensions shall not exceed three years in total. The written notice of extension or request to meet and confer shall be by certified mail at least ninety (90) days prior to the expiration of the Labor Agreement.

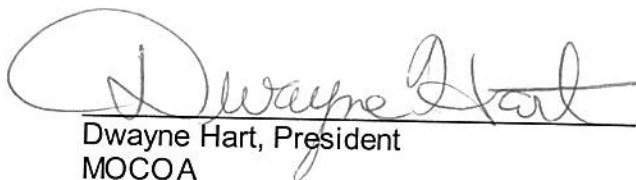
SIGNATURES

By affixing their signatures below, the Parties agree that this shall be the only Labor Agreement governing the relationship between the Association and the State for the specified period of time it is in effect.

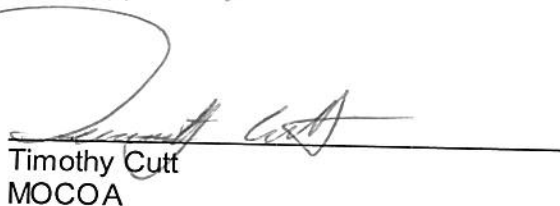
For Missouri Corrections Officers Association:



Gary Gross, Executive Director
MOCOA



Dwayne Hart, President
MOCOA

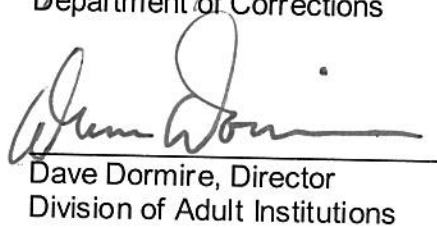


Timothy Cutt
MOCOA

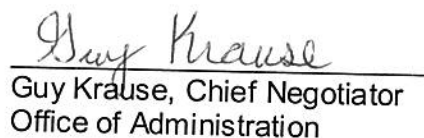
For State of Missouri:



George A. Lombardi, Director
Department of Corrections



Dave Dormire, Director
Division of Adult Institutions



Guy Krause, Chief Negotiator
Office of Administration

APPENDIX A

INFORMATION FIELDS FOR QUARTERLY ELIGIBLES REPORT

Field position left to right	Field/Column Header	FIELD_DESCRIPTION
1	UN	Union Name
2	BU	Bargaining Unit Name
3	TITL_CD	Job Classification Index Number
4	TITL_LONG_DESC	Job Classification
5	FLSA_EXEMPT_DESC	FLSA Exempt ID of an Employee: Exempt = E; Nonexempt = N
6	HOME_AGCY_CD	The highest level operating entity that performs a particular function in a government. Agency is used to define where an employee works and what an employee's accounting attributes are. It is also used to define and authorize positions and position budgets.
7	HOME_AGCY_LNG_DESC	Long Description for Home Agency Code
8	RPTG_ORGN_1	Reporting Organization 1 is a higher level organization to which this organization reports, as defined by your organizational tree.
9	RPTG_ORGN1_DESC	Reporting Organization 1 Long Description
10	RPTG_ORGN_2	Reporting Organization 2 is a higher level organization to which this organization reports, as defined by your organizational tree.
11	RPTG_ORGN2_DESC	Reporting Organization 2 Long Description
12	HOME_ORGN_CD	Home Organization Code is the second level of operating entity and represents a management responsibility center within an agency. It is used for accounting and security purposes and can also be used to define positions and position budgets.
13	HOME_ORGN_LNG_DESC	Home Organization Long Description
14	GHRIS_IN_EMPL_ID_NO	Unique Employee ID Number
15	APPT_ID	Identifies different appointments and employee may hold. A blank appointment id represents an employee's primary appointment.
16	PREX_CD	Name Prefix Code is a name prefix such as Dr., Ms., or Mr.
17	PREX_LONG_DESC	Name Prefix Long Description
18	EMP_LAST_NAME	Employee Last Name
19	EMP_FIRST_NAME	Employee First Name
20	EMP_MIDDLE_NAME	Employee Middle Initial
21	SUFIX_CD	A name suffix such as Jr., Ph.D., or III.
22	SUFIX_LONG_DESC	Name Suffix Code Long Description
23	EMPS_CD	An employment status in which employees are eligible for the deduction.
24	EMPS_LONG_DESC	Employment Status Long Description
25	JOBS_CD	Indicates whether and employee's assignment is temporary, probationary, etc.
26	JOBS_LONG_DESC	Job Status Code Long Description
27	CIVS_CD	Identifies the Merit &/or Uniform Classification and Pay status of the employee. (Merit Classified, UCP Classified and Non-Merit, Non-UCP)
28	CIVS_LONG_DESC	Civil Service Status Long Description
29	PCT_FULLTIME_PCT	Indicates the percentage of a Full-time Equivalent year an employee will work in a position. (Ex. an employee working half-time would have 0.5000 in this field; a full-time employee would have 1.0000 in this field.)
30	AMT_BASIS_ID	Identifies the basis in which an employee's salary is stated: (A = Annual Salary, H = Hourly Rate, D = Daily or Per Diem Amount, and P = Pay Period Amount)
31	AMT_BASIS_DESC	Describes the basis in which an applicant's or employee's salary is stated: (Annual Salary, Hourly Rate, Daily or Per Diem Amount, and Pay Period Amount).
32	BASE_PAY_RATE_AMT	Base pay salary for an employee according to the given amount basis.
33	DIFF_PAY_RATE_AMT	Differential pay for an employee according to the given amount basis id.
34	TOTAL_PAY_RATE_AMT	Total Pay Rate Amount is the base pay for an employee plus their differential pay.
35	OTHER_PAY_PERD_AMT	Component of salary for an employee that is not considered base pay or differential pay.

Field position left to right	Field/Column Header	FIELD_DESCRIPTION
36	WORK_CNTY_CD	Standard county abbreviation associated with the county in which the person works.
37	WORK_CNTY_LNG_DESC	Work County Long Description
38	WORK_LOC_CD	Location Code identified as the work location.
39	WORK LOC LONG DESC	Work Location Long Description
40	WORK LOC ADDR LINE 1	First line of the street address.
41	WORK LOC ADDR LINE 2	Second line of the street address.
42	WORK LOC CITY NM	The name of the city associated with the work location address.
43	WORK LOC ST CD	The state code associated with the work location address.
44	WORK LOC ZIP PREF	The Zip Code Prefix is the five digit primary zip code.
45	WORK LOC ZIP SUF	The Zip Code Prefix is the four digit zip code extension.
46	PAY_LOC_CD	The location where an employee's pay check or direct deposit advice should be sent.
47	PAY LOC LONG DESC	Pay Location Long Description.
48	PAY LOC ADDR LINE 1	The first line of the street address of the pay location.
49	PAY LOC ADDR LINE 2	The second line of the street address of the pay location
50	PAY LOC CITY	The city associated with the pay location address.
51	PAY LOC ST CD	The state code associated with the pay location address.
52	PAY LOC ZIP PREF	The five digit primary zip code of the pay location.
53	PAY LOC ZIP SUF	The four-digit extension of the pay location zip code.
54	RESD_CNTY_CD	Indicates the county for a location.
55	RESD_CNTY_LNG_DESC	Resident County Long Description.
56	RELEASE_ADDR_FL	Release Home Address Flag indicates if an employee's address can be released to vendors. (Y = Yes; N or (blank) = No)
57	HOME_ADDR_LINE_1	The first line of the street address of an employee.
58	HOME_ADDR_LINE_2	The second line of the street address of an employee.
59	HOME_CITY_NAME	The city associated with the employee's home address.
60	HOME_ST_CD	The state code associated with the employee's home address.
61	HOME_ZIP_PREFIX	The first five digits of the zip code of the home address.
62	HOME_ZIP_SUFFIX	The last four digits of the zip code of the home address.
63	MAIL_SAME_AS_HOME	Indicates if the employee's mailing address is the same as their home address. Valid values are: [Y] if the mailing address is the same as the home address, [N] if the mailing address is different from the home
64	MAIL_ADDR_LINE_1	The first line of the mailing street address.
65	MAIL_ADDR_LINE_2	The second line of the mailing street address.
66	MAIL_CITY_NAME	The city of the mailing address.
67	MAIL_ST_CD	The state code of an address group associated with the mailing address.
68	MAIL_ZIP_PREFIX	The first five digits of the zip code of the mailing address.
69	MAIL_ZIP_SUFFIX	The last four digits of the zip code of the mailing address.

**** NOTE: Field #'s 57 through 62 will be provided quarterly to the Union, only if the Employee has authorized the release of his/her home address to outside vendors (noted in Field # 56).**